

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
Section 63.71 Application of)	WC Docket No. 11-129
)	
AT&T Corp. d/b/a AT&T Advanced Solutions)	Comp. Pol. File No. 1000
)	
For Authority Pursuant to Section 214 of The)	
Communications Act of 1934, As Amended, to)	
Discontinue the Provision of Service)	

**FOLLOW UP LETTER OF
RAW BANDWIDTH COMMUNICATIONS, INC. AND
RAW BANDWIDTH TELECOM, INC.
ON THE
APPLICATION OF AT&T Corp. d/b/a AT&T Advanced Solutions to Discontinue
Domestic Telecommunications Services
Particularly PremierSERV Asynchronous Transfer Mode (ATM) Service**

Raw Bandwidth Communications, Inc.
and Raw Bandwidth Telecom, Inc.
P.O. Box 1305
San Bruno, CA 94066

September 18, 2011

Shortly after I filed our comments on AT&T's proposed discontinuance of PremierSERV ATM in this docket, our AT&T account manager contacted me with additional information about Wholesale DSL Aggregation Service, and particularly about the proposed structure of contract renewal terms for that service which I believe were formulated in response to the comments I filed in an attempt to mitigate some of our concerns.

Our AT&T account manager has little authority at AT&T. We have been frustrated at even getting an explanation of how AT&T interprets its own federal tariffs with respect to central office cross connections. It takes weeks to get a response on most any issue, and the responses are less than satisfactory. Follow-up questions go unanswered... seemingly forever. We are prevented from discussing the issues directly with the product managers and others supposedly interpreting these tariffs. The responses we do receive are often vague and incomplete, or quote anonymous persons inside of AT&T with all names and contact information stripped away, usually without even their title reflecting what their authority would be.

I have received nothing in writing from AT&T on the verbal proposals related to us by our AT&T account manager, who I find mostly ineffective and rarely able to resolve the problems we presently face with AT&T. I have little trust for anyone in AT&T's legal department as they routinely engage in strained interpretations of FCC rules, and even their own written commitments and documents. I would prefer that the Commission impose requirements on AT&T on this matter, as it is safer for us for the FCC to explain its own intent by imposing requirements so that if we believe that AT&T later is not following the FCC's intent, we can come back and complain, rather than trust any legal document that AT&T asks us to sign and live and die by their documents, hoping there are no loopholes that they will abuse down the road (in many cases, their contracts purport to allow them to change the terms anytime they wish). They do not live up to their commitments.¹

¹ The most grating example with respect to wholesale DSL is that in the AT&T/SBC Merger commitments made to the FCC in 2005, AT&T committed to provide standalone ADSL (without requiring an underlying POTS phone service). This merger commitment was supported by the California ISP Association before the CPUC as well. After the fact, AT&T interpreted the commitment as being met by offering standalone DSL only through their own Internet affiliate. They refused and still refuse to wholesale standalone DSL to independent ISPs. There is nothing

I am sick and tired of dealing with AT&T's tactics. Their modus operandi is to obfuscate, refuse to comply with their obligations, and otherwise waste the time of their competitors who necessarily need services from them, to try to sap our time and capital with needless delay and legal activity. AT&T has been engaged in strained interpretations of FCC rules in an attempt to charge CLECs several orders of magnitude more than proper for the use of passive cross connect jumper cables in the central offices. The California PUC correctly agreed with XO's interpretation that the FCC's rules require TELRIC pricing for these elements in CPUC case #C0907021, which has stretched over two years now. The CPUC affirmed itself on the interpretation of FCC rules on rehearing, but found (erroneously) that XO had agreed to alternative terms in its ICA; AT&T now appears to admit in the case that no alternative terms are referenced in the ICA, and XO has moved to correct this error. Level 3 filed a complaint at the CPUC about the same issue in late 2010, case # C1012018, after AT&T refused to apply the CPUC decision in the XO complaint to Level 3, even though the decision is clearly an interpretation of FCC rules that applies to all CLECs; Level 3's case has been on hold pending the further activity in XO's complaint.

Raw Bandwidth is suffering from much the same issue. We use a cross connect element for our own DSL backhaul to connect to our existing PremierservATM port and the replacement Wholesale DSL Aggregation Service. At present our ATM port is cross connected to XO's CO collocation, who backhauls the AT&T port-only service for us, but we have been trying to reconfigure this service for 6 months now to connect to our own collo in the relevant CO which was established earlier this year. I first contacted our AT&T account manager about this on March 17th, 2011, but have yet to get it resolved. I have argued with AT&T that TELRIC pricing is required to be made available to us for this element, but gotten nowhere; the AT&T regulatory department response was simply a claim that the XO case applied only to XO (false) and that there was nothing further to discuss. Apparently the only way I will be able to resolve the TELRIC issue is to file our own complaint case.

I told AT&T in the meantime let's implement the change with the \$309/mo EISCC cross connect charge that is federally tariffed for now, with Raw Bandwidth's position that it should be

in the merger commitment language that supported this interpretation.

at TELRIC reserved for future refund. AT&T instructed us in emails in late 2006 when we were working to upgrade our ATM port from DS3 to OC3, with a change to have XO backhaul from AT&T's ATM port in the CO for us, that the \$309/mo EISCC element is all that applies to connect to this OC3 ATM port-only service to a CLEC collocation, and XO added the EISCC cost to the cost of the circuit on their network they bill us for. Now to this year... after much delay regarding the reconfiguration we are trying to do and inquiries as to how to proceed, AT&T now claims that not only does the \$309/mo EISCC charge apply, but also a 0-mile transport charge of \$1500/mo within the central office. I have asked for an explanation of the tariff as to why this 0-mile transport would apply under the tariff when we are connecting to AT&T's own service, not another CLEC collocation which is the only reason I see in the tariff that calls for it (and which is not justified even then with the FCC's cross connect rules), and what has changed between late 2006 and now that would cause it to apply, but AT&T has simply not responded in any substance to the request for clarification. Our account manager has claimed he is seeking the answer, but nothing has come; specifically the request to explain this aspect of the tariff and how they read it this way has been unanswered in substance since July 21st, with follow-ups by me. It took weeks prior to that just to get them to say which tariff elements they think applies to begin with. Why does it take this company so long to respond to explain its interpretation of its own tariffs that it wrote?!?!

Let me put the cross connect issue in perspective. Raw Bandwidth Telecom paid non-recurring costs to AT&T related specifically to a fiber cable placement in the CO to connect us with AT&T's fiber distribution frame (FDF), plus purchased our own cable and used our own contractor to pull, terminate, and test our central office fiber cable between our CLEC collocation in the CO to AT&T's FDF, and we pay a monthly fee to AT&T under our ICA to permit the continuing placement of this cable and FDF appearance. AT&T wants to charge us additionally \$309/mo for a tariffed EISCC cross to use a pair of fiber on this cable that *we installed at our own cost and own* to connect to AT&T's service (the ATM port). AT&T also claims that the federal tariff authorizes them to charge us \$1500/mo for a phantom OC3 "transport" circuit to connect between our appearance at the FDF to AT&T's appearance coming from their ATM switch². This phantom OC3 circuit amounts to nothing more than a perhaps 10-

² I disagree that even without the FCC's CLEC collo cross connect rulings that this tariff element has any relevance to this circumstance of connecting to AT&T's own service as opposed to another CLEC, and AT&T thus far has not

to 20-meter duplex (two strand) single mode passive fiber patch cord that will cost AT&T a grand total of maybe \$50 (I buy this type of duplex patch cord routinely for \$5/end plus \$1/meter). Not \$50 per month; \$50 one-time cost for a passive cross-connect patch cord to connect between our FDF appearance and their own that is connected to the ATM port, and AT&T wants to charge us \$1500/mo in perpetuity to use this patch cable, relying on a tariff element that doesn't even apply? Let alone the FCC's rules that allow CLECs to get this type of cross connect at TELRIC pricing which amounts to nothing on a monthly basis, just an NRC.

I am fed up. AT&T needs to get out of our way. We need to spend our time serving customers and expanding service to additional COs, not twiddling our thumbs spending six months trying to avoid getting ripped off for a simple passive cross connect in the central office. We are a small ISP and CLEC subsidiary. We do not have the luxury of devoting all our time and money to dealing with AT&T's tactics. XO and Level 3 may have legal departments and more capital, but I doubt they appreciate having to play these games either. Not getting this cross connect change done for six months and running continues to cost us in alternative connectivity and is hindering our plans for how we expected to, and clearly should be able to, reconfigure our existing network for the most efficiency.

I have other issues with AT&T and wholesale DSL as well. The service is fine once installed (other than becoming less relevant due to not being updated), and trouble tickets are generally dealt with acceptably, but when certain issues occur, there are immense delays and frustrations that are getting worse. For years AT&T has mismanaged access to the available DSLAM ports in a way that in practice delays service for independent ISPs' customers but not AT&T's own Internet affiliate's due to its large size and practical ability to stay connected to all DSLAMs, and most recently they have changed the personnel that deal with ATM change orders that are required when we cannot get a DSL port assignment for an install or move; what used to take a week fairly reliably, took three weeks on my most recent attempt, and the order was worked incorrectly and must be re-worked... just Friday I realized that the people dealing with these orders are no longer in the US, but in Europe, which seems to be the change that precipitated the quality and timeliness of the work on these orders dropping off earlier this year. AT&T also seems to have removed the dedicated ombudsperson that was available for

even tried to explain how they read the tariff that way even though I have asked repeatedly for an explanation.

escalations, and now just sends complaints to our account manager, which as I discussed above is not very effective. I have had customers that have lost their DSL because of bad advice from the AT&T business office with respect to their ability to disconnect the underlying POTS service, where the "ombudsperson" (really our account manager) took four days to respond, a circumstance where a same or early next day response is needed to be of any use, and most recently I complained about AT&T's anticompetitive refusal to install their retail Uverse service at a residence unless all legacy DSL is disconnected from a living unit, even when the legacy DSL has nothing to do with the service that is being converted to Uverse, but have yet to hear anything (roommate situations, or just multiple phone lines; there are no technical reasons not to allow both in the same residence, they do allow it in different apartments that share a phone demarcation, but not in the same living unit or single family home).

On the phone call with our AT&T account manager about Wholesale DSL Aggregation Service, he acknowledged that AT&T was aware of our filing in this docket, and asked if AT&T could represent to the FCC that we were working it out. I want to stress that AT&T has no authority to speak for Raw Bandwidth, and the Commission should not trust *any* representation AT&T makes about the status of negotiations or otherwise between us. The Commission staff should contact me alone if it wants to know where Raw Bandwidth stands on this matter. At present I have no written proposals or contract language from AT&T to review.

Thank you for your consideration. Respectfully submitted on behalf of Raw Bandwidth Communications, Inc. and Raw Bandwidth Telecom, Inc.

Sincerely,

A handwritten signature in cursive script that reads "Michael S. Durkin".

Michael S. Durkin, President
Raw Bandwidth Communications, Inc.
and Raw Bandwidth Telecom, Inc.
P.O. Box 1305
San Bruno, CA 94066
Tel: (650) 802-8006
Email: mdurkin@rawbw.com